

DEED

Boston Redevelopment Authority, a public body politic and corporate, duly organized and existing pursuant to Chapter 121 of the General Laws of Massachusetts, having its usual place of business in Boston, Suffolk County, Massachusetts, in consideration of Nineteen Thousand Nine Hundred Fifty Eight Dollars (\$19,958.00) paid, and in consideration of covenants herein contained, GRANTS unto Buse Boston, Inc., a corporation duly organized and existing pursuant to Chapter 121A and Chapter 156 of the General Laws of Massachusetts, having a usual place of business in Boston, Suffolk County, Massachusetts, with QUITCLAIM COVENANTS, a certain parcel of land located in the City of Boston, County of Suffolk, bounded and described as follows:

Beginning at a point on the Easterly side line of Columbus Avenue, thirty-nine and twenty-seven hundredths (39.27) feet Southerly from the intersection of said Easterly side line of Columbus Avenue and the Southwesterly side line of Ritchie Street;

Thence running Northeasterly on a line curving to the right with a radius of twenty and fifty-eight hundredths (20.58) feet a distance of thirty-six and sixty-five hundredths (36.65) feet to a point of compound curvature;

Thence running Southeasterly on a line curving to the right with a radius of two hundred (200) feet a distance of forty-nine and seventy-four hundredths (49.74) feet to a point of tangency on said side line of Ritchie Street;

Thence running S. $65^{\circ}09'29''$ E. three hundred ninety-six and eighty hundredths (396.80) feet to a point;

Thence running Southeasterly and Easterly by said side line of Ritchie Street on a line curving to the left with a radius of two hundred and twenty-one (221) feet a distance of one hundred twenty-five and seventy-two hundredths (125.72) feet to a point, said point being the Northwest corner of land formerly of Notre Dame Academy;

Thence turning and running S. $5^{\circ}34'18''$ E. three hundred forty-three and forty-nine hundredths (343.49) feet by said land formerly of the Notre Dame Academy, a Massachusetts corporation, to an angle point shown on the map referred to below.

Thence turning and running S. $9^{\circ}14'03''$ E. two hundred forty (240) feet to a corner at the Northerly line of land now or formerly of The New England Hospital;

Thence turning and running N. $52^{\circ}58'23''$ W. one hundred thirty-two and eighty hundredths (132.80) feet on said line of land now or formerly of The New England Hospital to a point of curvature;

Thence running Northwesterly on a line curving to the left with a radius of one hundred (100) feet a distance of sixty-seven and twelve hundredths (67.12) feet to a point on said line of land now or formerly of The New England Hospital marked by an L.C. pipe bound;

Thence running S. $88^{\circ}34'11''$ W. a distance of four hundred forty and ninety-three hundredths (440.93) feet on said line of land now or formerly of The New England Hospital to corner at said Easterly side line of Columbus Avenue;

Thence turning and running N. $1^{\circ}25'49''$ W. on said side line of Columbus Avenue six hundred sixty-nine and thirty-five hundredths (669.35) feet to the point of beginning;

All being shown on a plan of land entitled, "Boston, Massachusetts, Delivery Parcel E-1, Washington Park Urban Renewal Area," by Harry R. Feldman, Inc., Surveyors, dated December 10, 1962;

Subject to the following described easements, all as shown on said plan of land by Harry R. Feldman, Inc.:

The easements, shown as "Easement A," "Easement B," and "Easement C," on said plan of land by Harry R. Feldman, Inc., which easements the Grantee hereby covenants for itself, its successors and assigns shall be granted for the purpose of laying out, erecting, operating and maintaining public utilities, said easements being bounded and described as follows:

Easement "A" Description:

Beginning at a point on the Northerly side line of Academy Court, nineteen (19) feet Easterly from the intersection of said line and the Easterly side line of said Academy Court;

Thence running N. $1^{\circ}25'49''$ W. over and across land now or formerly of Boston Redevelopment Authority, two hundred thirty-four and eighty-three hundredths (234.83) feet to a point on the Southerly side line of Slayton Way;

Thence turning and running N. $88^{\circ}34'11''$ by said side line of Slayton Way, ten (10) feet to a point;

Thence turning and running S. $1^{\circ}25'49''$ E. over and across said land now or formerly of Boston Redevelopment Authority, two hundred thirty-four and eighty-three hundredths (234.83) feet to a point on said Northerly side line of Academy Court; thence turning and running S. $88^{\circ}34'11''$ W. by said side line of Academy Court ten (10) feet to the point of beginning, containing two thousand three hundred and forty-eight (2,348) square feet.

Easement "B" Description:

Beginning at a point on the Easterly side line of Slayton Way two (2) feet Northerly from the intersection of said side line and the Southerly side line of Slayton Way;

Thence running N. $1^{\circ}25'49''$ W. by said Easterly side line of Slayton Way, fifteen (15) feet to a point;

Thence turning and running N. $88^{\circ}34'11''$ E. over and across land now or formerly of Boston Redevelopment Authority fifty-six (56) feet to a point on the Easterly side line of Weaver Way;

Thence turning and running S. $1^{\circ}25'49''$ E. on said side line of Weaver Way, fifteen (15) feet to a point;

Thence turning and running S. $88^{\circ}34'11''$ W. over and across said land now or formerly of Boston Redevelopment Authority fifty-six (56) feet to the point of beginning, containing eight hundred and forty (840) square feet.

Easement "C" Description:

Beginning at the intersection of the Northerly side line and the Easterly side line of Academy Terrace; thence running S. $88^{\circ}34'11''$ W. on said Northerly side line of Academy Terrace seventy-six (76) feet to the Westerly side line of Academy Terrace;

Thence turning and running S. $1^{\circ}25'49''$ E. on said last named side line seven (7) feet;

Thence turning and running S. $88^{\circ}34'11''$ W. over and across land now or formerly of Boston Redevelopment Authority seventy-five (75) feet to a point on the Easterly side line of Academy Court;

Thence turning and running N. $1^{\circ}25'49''$ W. on said Easterly side line of Academy Court seven (7) feet to the intersection of said Easterly side line and the Northerly side line of Academy Court;

Thence turning and running S. $88^{\circ}34'11''$ W. on said Northerly side line of Academy Court forty-seven (47) feet to the intersection with the Easterly side line of Easement "A";

Thence turning and running N. $1^{\circ}25'49''$ W. on said side line of Easement "A" three (3) feet;

Thence turning and running N. $88^{\circ}34'11''$ E. over and across land now or formerly of Boston Redevelopment Authority one hundred ninety-eight (198) feet to the aforementioned side line of Academy Terrace extended;

Thence turning and running S. $1^{\circ}25'49''$ E. on said side line extended, three (3) feet to the point of beginning, containing one thousand one hundred and nineteen (1,119) square feet.

Subject also to the easement shown on said plan of land by Harry R. Feldman, Inc. as "Easement D" which easement is hereby reserved for use as a public way including all purposes for which public ways are customarily used in said City of Boston, said easement being bounded and described as follows:

Columbus Avenue Easement "D" Description:

Beginning at a point on the Easterly side line of Columbus Avenue, three hundred nine and fifty hundredths (309.50) feet Southerly from the intersection of the said line of Columbus Avenue and the Southeasterly side line of Ritchie Street, extended;

Thence turning and running over and across land now or formerly of Boston Redevelopment Authority by the following three (3) courses and distances: S. $31^{\circ}25'49''$ E., twenty (20) feet; S. $1^{\circ}25'49''$ E., one hundred forty-three and sixty-nine hundredths (143.69) feet; and S. $28^{\circ}34'11''$ W., twenty (20) feet;

Thence turning and running N. $1^{\circ}25'49''$ W. on said Easterly side line of Columbus Avenue, one hundred seventy-eight and thirty-three hundredths (178.33) feet to the point of beginning containing one thousand six hundred and ten (1,610) square feet.

Subject also to the easements shown on said plan of land by Harry R. Feldman, Inc., as "Academy Road (New Road)", "Weaver Court (New Road)", "Slayton Way (New Road)", "Weaver Way (New Road)", "Academy Court (New Road)", "Academy Terrace (New Road)", respectively, which easements have been taken by the Public Improvement Commission of the City of Boston and laid out each as a highway, said easements and the orders of taking under which said easements were taken being recorded in the Registry of Deeds, in said Suffolk County, Book 7768, Page 342 (Academy Road), Page 350 (Weaver Court), Page 340 (Slayton Way), Page 338 (Weaver Way), Page 341 (Academy Court), and Page 333 (Academy Terrace), said easements being bounded and described as follows:

Academy Road Easement Description:

Beginning at the Northwesterly corner of land now or formerly of The New England Hospital, said point being also on the side line of Columbus Avenue, and running on the following courses and distances:

By the side line of Columbus Avenue N. $1^{\circ}25'49''$ W. seventy-eight (78) feet; thence by land now or formerly of the Boston Redevelopment Authority along a curve of radius twenty (20) feet, thirty-one and forty-two hundredths feet (31.42), and N. $88^{\circ}34'11''$ E. thirty-nine (39) feet; thence by the Southerly line of Academy Court N. $88^{\circ}34'11''$ E. seventy-six (76) feet; thence by land now or formerly of the Boston Redevelopment Authority N. $88^{\circ}34'11''$ E. seventy-five (75) feet; thence by the Southerly line of Academy Terrace N. $88^{\circ}34'11''$ E. seventy-six feet (76); thence by land now or formerly of the Boston Redevelopment Authority N. $88^{\circ}34'11''$ E. sixty-one (61) feet; thence by the Southerly line of Weaver Way N. $88^{\circ}34'11''$ E. seventy-six (76) feet; thence by land now or formerly of the Boston Redevelopment Authority N. $88^{\circ}34'11''$ E. seventeen and fifty-three hundredths feet (17.53); thence by a curved line to the right on a radius of one hundred fifty-eight (158) feet, one hundred six and five hundredths (106.05) feet to a tangent point; thence S. $52^{\circ}58'23''$ E. Seventy-two and nineteen hundredths (72.19) feet to land now or formerly of the Notre Dame Academy; thence by said Academy land S. $9^{\circ}14'03''$ E. eighty-three and eighty-nine hundredths (83.89) feet to land of said New England Hospital; thence by said land of New England Hospital in the following courses and distances: N. $52^{\circ}58'23''$ W. one hundred thirty-two and eighty hundredths (132.80) feet; thence by a line curving to the left with a radius of one hundred (100) feet a distance of sixty-seven and twelve hundredths (67.12) feet; thence S. $88^{\circ}34'11''$ W. four hundred forty and ninety-three hundredths feet (440.93) to the point of beginning; containing thirty-six thousand seven hundred twenty-five (36,725) square feet, more or less.

Weaver Court Easement Description:

Beginning at the intersection of the Easterly side line of Weaver Way and the Northerly side line of Weaver Court, and running on the following courses and distances:

By land now or formerly of the Boston Redevelopment Authority N. $88^{\circ}34'11''$ E. one hundred thirty-eight and forty-one hundredths feet (138.41); thence by land now or formerly of the Notre Dame Academy S. $5^{\circ}34'18''$ E. seventy-six and thirty hundredths feet (76.30); thence by land now or formerly of the Boston Redevelopment Authority S. $88^{\circ}34'11''$ W. one hundred forty-three and ninety-six hundredths feet (143.96); thence by the side line of Weaver Way N. $1^{\circ}25'49''$ W. seventy-six feet (76) to the point of beginning, containing ten thousand seven hundred thirty (10,730) square feet, more or less.

Slayton Way Easement:

Beginning at the intersection of the southerly side line of Ritchie Street and the westerly side line of Slayton Way, and running on the following courses and distances:

Along the side line of Ritchie Street, on a curve of radius two hundred (200) feet bearing to the right eighty-two hundredths (.82) feet, and thence S. $65^{\circ}09'29''$ E. eighty-three and ninety-four hundredths (83.94) feet; thence by land now or formerly of the Boston Redevelopment Authority S. $1^{\circ}25'49''$ E. one hundred fifty-three and twenty-four hundredths (153.24) feet, N. $88^{\circ}34'11''$ E. one hundred forty-four (144) feet, S. $1^{\circ}25'49''$ E. one hundred twenty-one (121) feet, S. $88^{\circ}34'11''$ W. Seventy-six (76) feet, N. $1^{\circ}25'49''$ W. eighty-one (81) feet, S. $88^{\circ}34'11''$ W. one hundred forty-four (144) feet, and N. $1^{\circ}25'49''$ W. two hundred thirty and seventy-six hundredths (230.76) feet to the point of beginning, containing twenty-eight thousand twenty-eight (28,028) square feet, more or less.

Weaver Way Easement Description:

Beginning at the intersection of the Northerly side line of Academy Road and the Westerly side line of Weaver Way and running on the following courses and distances:

By land now or formerly of the Boston Redevelopment Authority N. $1^{\circ}25'49''$ W. three hundred sixty-three (363) feet, N. $88^{\circ}34'11''$ E. seventy-six (76) feet, S. $1^{\circ}25'49''$ E. one hundred eight (108) feet; thence by the side line of Weaver Court S. $1^{\circ}25'49''$ E. seventy-six (76) feet; thence by land now or formerly of the Boston Redevelopment Authority S. $1^{\circ}25'49''$ E. one hundred seventy-nine feet (179); thence S. $88^{\circ}34'11''$ W. by the side line of Academy Road seventy-six (76) feet, to the point of beginning, containing twenty-seven thousand five hundred eighty-eight (27,588) square feet, more or less.

Academy Court Easement Description:

Beginning at the intersection of the northerly side line of Academy Road and the westerly side line of Academy Court, and running on the following courses and distances:

By land now or formerly of the Boston Redevelopment Authority N. $1^{\circ}25'49''$ W. one hundred fifty feet (150), N. $88^{\circ}34'11''$ E. seventy-six feet (76), and S. $1^{\circ}25'49''$ E. one hundred fifty feet (150); thence by the side line of Academy Road S. $88^{\circ}34'11''$ W. seventy-six feet (76) to the point of beginning, containing eleven thousand four hundred (11,400) square feet, more or less.

Academy Terrace Easement Description:

Beginning at the intersection of the northerly side line of Academy Road and the westerly side line of Academy Terrace, and running on the following courses and distances:

By land now or formerly of the Boston Redevelopment Authority N. $1^{\circ}25'49''$ W. one hundred fifty (150) feet, N. $88^{\circ}34'11''$ E. seventy-six (76) feet, and S. $1^{\circ}25'49''$ E. one hundred fifty (150) feet, thence by the side line of Academy Road S. $88^{\circ}34'11''$ W. seventy-six (76) feet to the point of beginning, containing eleven thousand four hundred (11,400) square feet, more or less.

Meaning and intending to convey and hereby conveying all that land shown on said plan of land by Harry A. Feldman Inc., containing a net area of 199,580 square feet exclusive of areas shown on said plan as New Roads, together with so much of the fee in Ritchie Street and Columbus Avenue as may run with said parcel. Said net area and New Roads area containing a total of 325,445 square feet.

The grantee covenants for itself and its successors and assigns as follows:

A. Until February 18, 2003, to devote the granted premises to, and only to, the permitted uses specified in Chapter VI of the Urban Renewal Plan for the Washington Park Project Area, adopted by the grantor on January 16, 1963, and approved by the Boston City Council on February 18, 1963, which plan is recorded herewith as the same may be from time to time hereinafter modified pursuant to Section 1201 thereof (hereinafter referred to with such modifications as the "Urban Renewal Plan") and to comply with the Building Requirements therein specified.

B. Until February 18, 2003, not to use or devote the granted premises or any part thereof for any use other than said permitted uses or contrary to any said building requirements.

C. Until February 18, 2003, to give preference in the selection of tenants for dwelling units built on the granted premises to families displaced from the Washington Park project area because of clearance and redevelopment activity, who desire to live in such dwelling units and will be able to pay rents or prices equal to rents or prices charged other families for similar or comparable dwelling units built as part of the same redevelopment subject to the applicable provisions of and applicable regulations pursuant to Section 221 (d) (3) of the National Housing Act as amended.

D. Until February 18, 2003, not to segregate through discrimination upon the basis of race, religion, creed, color, or national origin or ancestry in the sale, lease, or occupancy of the granted premises or any part thereof, or to effect or execute any covenant, agreement, lease, conveyance or other instrument which provides for such discrimination, and to comply with all state or local laws in effect from time to time forbidding discrimination or segregation by reason of race, religion, color or national origin in the sale, lease, or occupancy thereof.

E. Until February 18, 2003, not to discriminate, in carrying out the redevelopment and construction of improvements on the granted premises and in the operation of the same after completion thereof, against any employee or applicant for employment because of race, religion, color or national origin.

The covenants set forth above shall run with the land hereby conveyed and in favor of the grantor and any successor public agency designated by or pursuant to law and without regard to whether the grantor or any such successor remains or is an owner of any land or interest in the Washington Park Project Area as defined in the Urban Renewal Plan, but shall not be enforceable by transferees of other land owned by the grantor in such Project Area; and such covenants shall not be binding on any owner or person in possession or occupancy except for his period of ownership, possession or occupancy.

In order to effectuate the covenants set forth above as C and D, the grantee, its successors and assigns agrees to consult with the grantor with respect to all aspects of its rental program which relate to or have an effect upon the selection of tenants.

The grantee, its successors and assigns shall from time to time until expiration of the term of the Urban Renewal Plan, at all reasonable hours, give to the duly authorized representatives of the grantor and the City of Boston free and unobstructed access for inspection purposes to any and all of the improvements constructed on the granted premises and to all open areas surrounding the same.

The grantee, its successors and assigns shall, at all times until the expiration of the term of the Urban Renewal Plan, keep the improvements constructed on the granted premises in good and safe condition and repair unless such improvements shall have become uninsurable, and, in the occupancy, maintenance and operation of such improvements and the granted premises, comply with all laws, ordinances, codes and regulations applicable thereto.

After the improvements required by the Urban Renewal Plan and the Land Disposition Agreement to be constructed by the grantee on the granted premises, or any portion thereof, have been completed, the grantee shall not, until the expiration of the term of the Urban Renewal Plan, reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof which involve significant alteration of the exterior dimensions of the improvements, without the prior written approval of the Authority, which approval shall not be unreasonably withheld, subject, however, to the provisions of Chapter 121A. In the event the grantee shall fail to comply with the foregoing requirement, the grantor may within a reasonable time after discovery thereof by the grantor direct in writing that the grantee so modify, reconstruct or remove such portion or portions of the improvements as were reconstructed, demolished or subtracted from or added to

or extended without the prior written approval of the grantor. The grantee shall promptly comply with such a directive, and shall not proceed further with such reconstruction, demolition, subtraction, addition or extension until such directive is complied with.

Whenever any improvement or part thereof constructed on the granted premises shall have been damaged or destroyed prior to the expiration of the term of the Plan, the grantee, its successors and assigns shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. All proceeds of any such claim and other monies provided for the reconstruction, restoration or repair of any such improvement shall be deposited in a separate account of the grantee, its successors and assigns, or of any mortgagee. The proceeds and money so collected shall be used and expended for the purpose of fully repairing or reconstructing the improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction, to the extent that such money and proceeds may permit, unless the grantee, its successors and assigns, with the written approval of the grantor, determines that all or any part of such damage or destruction shall not be so reconstructed, restored, or repaired. The grantee, its successors and assigns shall commence such reconstruction or repair within a period not to exceed six months after such money or proceeds is received by the grantee, its successors or assigns, or any mortgagee (or such longer period as the grantor may specify in writing) and shall well and diligently and with prompt dispatch prosecute such reconstruction or repair to completion within 24 months after the start thereof.

This conveyance is made subject also to the additional terms and conditions set forth in Land Disposition Agreement dated July 17, 1963, by and between the grantor and the grantee hereto which provides among other things for commencement and completion of the improvements on the granted premises required by the Urban Renewal Plan, and for remedies including a right of entry or reconveyance in case of defaults, all of which survive the delivery of this deed and are binding upon all persons dealing with the granted premises and enforceable by the grantor and any successor public agency designated by or pursuant to law to the extent provided therein and as though said Land Disposition Agreement were recorded and filed herewith and in the event the grantor exercises its right of entry or reconveyance as provided therein, it may record with said Deed and file with the Suffolk County Registry District of the Land Court said Land Disposition Agreement at the time it exercises said right.

All said additional terms and conditions contained in said Land Disposition Agreement and all provisions of the Urban Renewal Plan, except only the covenants set forth specifically above in this deed and stated to run with the land, shall upon completion of said required improvements on the granted premises and the recording or registration of such a certificate shall be a conclusive determination that all obligations of the grantee, its successors and assigns, as to the granted premises have been satisfied except only said covenants set forth above in this deed and stated to run with the land.

If after the recording or registration of such certificate with respect to the granted premises and before February 18, 2003, any owner of such portion shall request in writing the grantor or such successor agency to determine whether any improvements constructed or to be constructed on the granted premises have been completed in compliance with the terms of such Land Disposition Agreement, and the owner shall furnish such information as may be reasonably necessary for such determination, the grantor or such agency shall promptly, and in any event within thirty days after such request, certify in writing suitable for recording or registration whether or not such improvements have been so completed.

IN WITNESS WHEREOF, on the _____ day of _____, at
Boston, Massachusetts, the parties hereto have caused this
Instrument in five counterparts to be signed, sealed and delivered
by their duly authorized officers, respectively.

BOSTON REDEVELOPMENT AUTHORITY

Signed, sealed and
delivered in the
presence of:

By _____
Development Administrator

BUSE BOSTON, INC.

By _____
Title

Approved as to form:

General Counsel

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then personally appeared before me the above-named

who executed the foregoing Instrument on behalf of Boston
Redevelopment Authority and acknowledge the same to be the
free act and deed of said Authority.

Notary Public
My commission expires

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then personally appeared before me the above-named

who executed the foregoing Instrument on behalf of

and acknowledge the same to be the free act and deed of
said Corporation.

Notary Public
My commission expires

